

OPEN SPACE TAXATION AGREEMENT
RCW 84.34

(TO BE USED FOR "OPEN SPACE" OR "TIMBER LAND" CLASSIFICATION ONLY)

This Agreement between, **John, Hazel and Bert Oberg, 305 Jackson Hwy. S., Toledo, WA 98591**, hereinafter called the "Owner", and **LEWIS COUNTY, WASHINGTON, 360 NW NORTH STREET, CHEHALIS, WASHINGTON 98532**, hereinafter called the "Granting Authority".

Whereas the owner of the following described real property having made application for classification of that property under the provisions of RCW 84.34:

Assessor's Parcel or Account Number: **11686-000-000**

No. of Acres: **7.42**

Legal Description of Classified Land: **Section 20, Township 11 North, Range 1 West, W.M.**

And, whereas, both the owner and granting authority desire to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this Agreement shall be for:

☐ OPEN SPACE LAND

☒ TIMBER LAND

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth therein, do agree as follows:

1. During the term of this Agreement, the land shall only be used in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with the classified use of the land.
3. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. Withdrawal: The land owner may withdraw from this Agreement if after a period of eight years the land owner makes a withdrawal request, which request is irrevocable, to the assessor. Two years from the date of that request the assessor shall withdraw the land from the classification, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070.
5. Breach: After land has been classified and as Agreement executed, any change of use of the land, except through compliance with items (5) or (7) of this Agreement, shall be considered a breach of this Agreement, and subject to applicable taxes, penalties and interest as provided in RCW 84.34.080 and 84.34.108.
6. A breach of Agreement shall not occur and the additional tax shall not be imposed if the removal of designation resulted solely from:
 - (a) Transfer to a government entity in exchange for other land located within the State of Washington.
 - (b) A taking through the exercise of the power of eminent domain, in anticipation of the exercise of such power.
 - (c) A natural disaster such as flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the land owner changing the use of such property.
 - (d) Official action by an agency of the State of Washington or by the county or city within which the land is located which allows the present use of such land.
 - (e) Transfer to a church and such land would qualify for property tax exemption pursuant to RCW 84.36.020.
 - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108 (5g))
7. The county assessor may require classified land owners to submit pertinent data regarding the use of the land, and such similar information pertinent to continued classification an appraisal of the land.

It is declared that the Agreement contains the classification and conditions as provided for in RCW 84.34 and the conditions imposed by this Granting Authority.

Granting Authority:

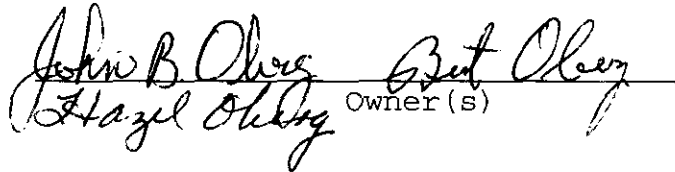
Dated: February 10, 1997.



CHAIRMAN, Lewis County Commissioners

As owner(s) of the herein described land I (we) indicated by my (our) signature(s) that I (we) are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated: 3-31-97



Owner(s)

(Must be signed by all owners)

Date signed Agreement received by Legislative Authority _____

Prepare in triplicate on completed copy to each of the following:

Owner(s)

Legislative Authority

Assessor

Form REV 64-0022 (3/88)